



City of Fredericksburg

715 Princess Anne Street, Fredericksburg, VA 22401

REQUEST FOR PROPOSAL (RFP) # CoF17-0127

Software and Implementation Services for an Enterprise Resource Planning System

NIGP Commodity Codes:

20800 - COMPUTER SOFTWARE
FOR MICROCOMPUTERS
20811 - Application Software,
Microcomputer
20851 - Human Resources Software

20853 - Integrated Software
20900 - COMPUTER SOFTWARE FOR MINI
AND MAINFRAME COMPUTERS
91829 - Computer Software Consulting

92000 - DATA PROCESSING, COMPUTER,
PROGRAMMING, AND SOFTWARE
SERVICES
92004 - Applications Software (For Main
Frame Systems)

Issue Date: **May 25, 2017** • Due Date/Time: **July 6, 2017 – 2:00 P.M. Local Prevailing Time (LPT)**

Purchasing Agent: Lynn Enders, CPPO, VCO | E-mail Address: lenders@fredericksburgva.gov

PROPOSAL SUBMISSION: All proposals must be received by the date and time shown on the cover page of this solicitation at the following address. Any proposals received after the stated time above will remain unopened and available for pick-up by the Offeror for seven days. After which, the proposals will be shredded.

Delivery address:

City Hall, Purchasing Office, Suite 203, 715 Princess Anne Street, Fredericksburg, VA 22401

CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, then it is the Offeror's responsibility to contact Lynn Enders, Purchasing Agent, **in writing, no later than June 21, 2017, 4:30 P.M. local time. Oral requests for information will not be accepted.** Any revisions to the solicitation will be made only by an addendum issued by the Purchasing Agent. Any addenda, notifications, extensions, cancellations or changes will be posted on the City's website at www.fredericksburgva.gov and the Commonwealth of Virginia's e-procurement website, www.eva.virginia.gov. No other notification is required. It is the responsibility of the prospective Offeror to obtain all current information from either the City website or the eVA website.

Communications with City staff or consultant may disqualify the Offeror from the evaluation process.

No Pre-proposal Conference is scheduled for this solicitation.

The undersigned hereby offers and agrees to furnish all goods and/or services in accordance with the attached signed proposal and the requirements outlined herein, or as mutually agreed upon through subsequent negotiation.

Company Name: _____

Email: _____

Address: _____

Telephone: _____

City/State/ZIP: _____

Cell: _____

Signature: _____

DUNS Number: _____

Printed Name: _____

eVA Vendor ID: _____

Title: _____

Vendor SCC ID: _____

Date: _____

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. DEFINITIONS

ADDENDA – Written instruments issued by the City of Fredericksburg, prior to the date for receipt of proposals, which modify or interpret the Request for Proposal (RFP) documents by addition, deletion, clarification or correction.

CONTRACT – The Request for Proposals, submitted proposal, including any diagrams, Addenda, and a form of agreement between the City and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.

CONTRACTOR – The Contractor(s) that is awarded a contract to provide enterprise software system(s) and services to implement the financial information software system for the City. See also “OFFEROR”.

CONTRACTOR PROJECT MANAGER – The person designated by the Contractor to be the Contractor’s Project Manager assigned to act on behalf of the Contractor during the term of the Project.

CITY – The City of Fredericksburg, Virginia. A Virginia Municipal Corporation and political subdivision of the Commonwealth of Virginia

CITY IMPLEMENTATION TEAM – The team of City staff that will lead the implementation of the new software solution.

CITY PROJECT MANAGER – The person designated by the City to be the City Project Manager assigned to act on behalf of the City during the Project.

CITY MANAGER – Means the City Manager of Fredericksburg, Virginia, or designee.

DAYS – Means calendar days unless otherwise specified.

ENTERPRISE RESOURCE PLANNING (ERP) - means the software system(s) the City seeks to procure including; financial and human resources/payroll; community development; work management; fleet management; tax assessment and collections; and computer-assisted mass appraisals functionality which is described in this RFP and in the Attachments hereto.

OFFEROR – The person, Contractor, corporation, partnership or other entity legally submitting a Proposal on items listed in the RFP Documents and thereby agreeing to meet the Contract terms if awarded the contract.

PROJECT – This Enterprise Resource Planning solution system implementation project.

PROJECT SCOPE – Scope of services to be provided by the Contractor(s).

PROPOSAL – A complete and properly signed proposal to provide goods, commodities, labor and services for the sum stated and submitted in accordance with the Request for Proposal.

RFP – This Request for Proposal document and the associated attachments and forms.

SERVICES or WORK – All services to be performed by the Contractor to successfully complete the enterprise software system implementation Project to the satisfaction of the City.

SUBCONTRACTOR or SUBCONSULTANT – Any individual, corporation, company, or other entity who contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with the City.

II. PURPOSE

The City of Fredericksburg (hereinafter referred to as “the City”) is seeking to solicit sealed Proposals to establish a term contract through competitive negotiation with qualified Offerors capable of satisfying the City’s needs for software and implementation services of an Enterprise Resource Planning system (ERP) and ongoing maintenance, thereof. If a system is available that meets the City’s needs, the City may then enter into contract discussions with the selected Offeror(s).

III. CITY BACKGROUND

The historic City of Fredericksburg, bordering the Rappahannock River, was established in 1728 and is approximately 11 square miles. It has a resident population of approximately 28,000 but attracts a transient population estimated at 250,000 annually. It is equidistant from both Washington D.C. and Richmond, Virginia and is divided by I95. Many restaurants and retail businesses draw visitors from neighboring jurisdictions. There is a hospital, library and university within the city limits. The city government is a council-manager format and provides a wide range of services to citizens such as public safety, street maintenance, refuse collection and recycling, water service, bus transportation, and parks and recreation to name just a few.

Additional information is available at: www.fredericksburgva.gov

Table 01: City Staffing

CITY DEPARTMENTS	WORK GROUP	HEADCOUNT
Fiscal Affairs/Utility Billing	All financial services activities (other than Purchasing)	9
Human Resources	All HR activities	3
Commissioner of Revenue	All functions	13
Treasurer’s Office	All functions	10
IT	Technology	10
Transit	Fleet, Budget/Grant, AP, Payroll, Work Order, Cashiering	12
Police	AP, Budget/Grant, Fleet, Payroll, Asset Management, Cashiering	12
City Manager	Budget/Purchasing	9
Community Planning & Building	All functions	19
Public Works (City Shop, Public Facilities & Waste Water Plant)	Assets, Fleet, Work Orders, AP, Budgeting/Grant, Payroll, Cashiering	15
Parks & Recreation (Dixon Main)	AP, Budget/Grant, Asset Management, Work Order, Payroll, Fleet, Cashiering	12
Economic and Development	Cashiering, AP, Payroll, Budget	5

Fire	AP, Budget/Grant, Fleet, Payroll, Asset Management, Cashiering	8
City Attorney	AP, Payroll, Budget/Grant	2
Commonwealth Attorney	AP, Payroll, Budget/Grant	8
Registrar	AP, Payroll, Budget/Grant	3
Sheriff	AP, Budget/Grant, Fleet, Payroll, Asset Management, Cashiering	7
SCHOOL DEPARTMENTS	WORK GROUP	HEADCOUNT
Financial Services	All HR, financial services and Purchasing	10
OTHER STATE DEPARTMENTS	WORK GROUP	HEADCOUNT
Social Services	AP, Payroll, Budget/Grant, Cashiering	5
Circuit Court	AP, Payroll, Budget/Grant	5
General District	AP, Payroll, Budget/Grant	5
Rappahannock Office on Youth	AP, Payroll, Budget/Grant, Cashiering	4
Criminal Justice Academy	AP, Payroll, Budget/Grant	3
Court Services Unit	AP, Payroll, Budget/Grant	3
JD & R	AP, Payroll, Budget/Grant	3

The City intends to have both functional and technical resources available during Project implementation. Additional resource planning will be done based upon the selected Offeror(s). Offerors shall clearly indicate in the proposal responses the estimated level of City resource involvement in the implementation process, in order to allow the City to perform adequate planning. The City will utilize the response to Offeror's Resource Hour Estimates in Tab 4 of Proposals as an input into the staffing plan the City develops, and requests that Offerors clearly articulate estimated staffing considerations in their responses.

Budget planning for this ERP initiative is ongoing and a specific amount for the software and implementation services portion has not yet been determined.

IV. CURRENT ENVIRONMENT

The City is planning to replace its current ERP software systems environment, BAI Municipal Software (BAI), with a new integrated system, and to adopt systems functionality to support core processes.

The City is primarily motivated to replace its current enterprise resource planning software due to concerns about the reliable life cycle of both the software and the operating hardware. There is a waning availability of AS/400 programmers to work on existing applications or develop new products on the AS/400 platform. In addition, many users find the current software deficient in various ways (functionality, usability, accessibility, etc.). Consequently, the current software is either underutilized or fails to provide desired services and results.

The City's desire is to upgrade the current enterprise resource planning software with the acquisition of a new system that will offer opportunities to improve internal processes, provide integration with some existing software systems, maximize software utility by expanding the enterprise resource planning system components used, reduce operating costs, and provide greater interface with citizens.

The City's current ERP software is BAI Municipal Software. This program is designed to run on an IBM AS/400 system. The City acquired the BAI program approximately 30 years ago and it consists of the following modules:

- Tax Assessment (Commissioner of the Revenue)
- Billing, Collection and Cashiering (Treasurer)
- Web services (online payments, paystub inquiry for employees)
- Payroll (Human Resources/Fiscal Affairs)
- Financial Management-Accounts Payable/General Ledger/Purchasing (Fiscal Affairs/Budget)
- Utility Billing (Fiscal Affairs)
- Permitting and Inspections (Building & Development/Community Development)

Other systems:

- Computer Aided Mass Appraisal (CAMA) – Stonewall Technologies also residing on the AS/400

The City uses separate software systems based on the Windows platform for law enforcement records management (OSSI), geographic information system (GIS), and Orion Badger meter reader system. The City would also like to explore interfacing the new enterprise resource planning system with eVA. The Schools use BAI for budgeting (supplemented by excel spreadsheets), purchasing (supplemented by electronic forms), and payroll (supplemented by an access database). They use AESOP for employee time and attendance and EPPS for student activity funds. The Department of Social Services utilizes Thomas Brothers to enter vendor payments and then uploads a file to BAI for processing. The current enterprise resource planning system does not interface with many of these separate software systems.

The following table contains the list of functional areas of the desired future systems environment.

Table 02: Functional Areas

No.	Functional Area	No.	Functional Area
1	General Ledger	13	Code Enforcement
2	Budgeting	14	Asset Management
3	Purchasing	15	Work Orders
4	Accounts Payable	16	Fleet Management
5	Fixed Asset Accounting	17	Facilities Management
6	Project and Grant Management	18	Tax Assessment - Real Estate and Personal Property
7	Human Resources	19	Tax Assessment - BL, Income, and Misc. Taxes

8	Time Entry	20	Tax Billing
9	Payroll	21	Accounts Receivable and Collections
10	Utility Billing	22	Cash Receipts
11	Planning	23	CAMA
12	Permitting and Inspections	24	Public Web Access

The List of Functional and Technical Requirements/Capabilities contained in Attachment B contains the detailed functionality the City requires within each functional area in a future systems environment.

V. OFFEROR MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the services as described herein. All offerors shall submit documentation with their proposal indicating compliance with the minimum qualifications. The following criteria shall be met and presented in the References tab of the written proposal in order to be eligible for this contract:

Offerors wishing to submit a proposal and be considered for this solicitation shall have proven experience implementing new ERP systems for local governments within the last three years, preferably in Virginia.

Offerors must be licensed to do business in the Commonwealth of Virginia.

VI. STATEMENT OF NEEDS

Offerors shall include in the Proposal a description of any significant task not listed in the Statement of Needs which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for by the City.

- A. **Deployment Model:** The City does not have a preference towards a particular Hosting Model. The City is interested in receiving proposals from Offerors for an on-premise (City-hosted) deployment, as well as vendor-hosted deployment models. The City does not intend to pursue a subscription as a service or SaaS deployment for the software. A SQL Server environment is preferred for on-premise deployment options.
- B. **Partnerships and Offerors of Subsets of Functionality:** An integrated solution is the key to this project. The City recognizes that one solution may not exist for all of the required business units. As part of this process the City will be allowing Offerors to submit point solutions (best of breed), and encourages Offerors to participate in this process in order to consider and evaluate a range of marketplace offerings.

The City does have a preference towards an end-to-end solution, but is willing to consider a best-of-breed solution.

1. Offerors are also encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules.
2. The City will equally consider Offerors of a subset of functionality using the evaluation criteria laid forth in this RFP, and reserves the right to enter into

negotiations and contract with one or more Offerors in order to achieve a “best-of-breed” solution.

3. The City will consider proposals that address a subset of functionality, as opposed to an end-to-end solution. The City will consider proposals that address one or more of the groups A-F in the Table below.
4. The City reserves the right to make one or more awards to competing Offerors for subsets of functionality as a result of this RFP. In the event the City should make awards to one or more competing Offerors, it shall be expected that additional discussion will take place between the City and the Offerors to define requirement and an approach to building an integration or interface between the selected systems. In such instance, the City expects that the Offerors will work together as necessary to develop the necessary integration once one has been identified.

Table 03: Functional Areas

Group	Functional Area Grouping Description	Functional Areas
A	Financial and Human Resources/Payroll	1. General Ledger 2. Budgeting 3. Purchasing 4. Accounts Payable 5. Fixed Asset Accounting 6. Project and Grant Management 7. Human Resources 8. Time Entry 9. Payroll 10. Utility Billing
B	Community Development	11. Planning 12. Permitting and Inspections 13. Code Enforcement
C	Work Management	14. Asset Management 15. Work Orders 16. Facilities Management
D	Fleet Management	17. Fleet Management
E	Tax Assessment and Collections	18. Tax Assessment - Real Estate and Personal Property 19. Tax Assessment - BL, Income, and Misc. Taxes 20. Tax Billing 21. Accounts Receivable and Collections 22. Cash Receipts
F	Computer-Assisted Mass Appraisal	23. CAMA

Offerors are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

5. Offerors engaged in a partnership relationship shall submit a single proposal in response to this RFP.
 6. Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. Each vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each vendor shall provide references, and each vendor shall respond to the Company Background and History questions.
- C. **Warranty:** A comprehensive warranty in form and content satisfactory to City is sought by the City for all software and implementation services covered by this RFP. It is assumed that Offerors have priced the software and services to recognize these warranty provisions. The extent and proposed terms of the warranty coverage will be evaluated by the City as a part of the overall procurement process. Please see the Warranty term in Section XIII for additional information.
- D. **Source Code:** The City preference is that an escrow option be made available, but understands that it may not be available for some deployment methods. If an Offeror is unable to provide for making escrow available to the City, this should be noted in the Exceptions taken to the RFP and an explanation shall be offered. The City's preference is for the Selected Offeror(s) to place source code for the software modules licensed by the City in escrow with an independent, mutually acceptable third-party escrow service provider (with all related costs paid by the Offeror). Please see the Source Code term in Section XIII for additional information.
- E. **Project Management and Implementation Documentation:** The following information establishes the expectation of the minimum level of project management documentation to be provided by Offerors as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Offeror(s) shall develop and provide the City with the following items:
- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - o Objectives: This section of the Implementation Project Plan should include overall Project objectives.
 - o Deliverables and Milestones: This section of the Implementation Project Plan should include a list of deliverables and milestones of the Project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the City.
 - o Project Schedule: This section of the Implementation Project Plan should identify the dates associated with deliverables and milestones described in the Project Plan. In addition, this section should reflect Project predecessors, successors, and dependencies. The City requires the use of Project management software (such as Microsoft Project) to develop and maintain the Project schedule, Resource Plan, and Gantt chart.

- Resource Management Processes: This section should describe City resources, Offeror resources, and the overall Project team structure, including an organizational chart. Roles identified for the Offeror, its subcontractors, and the City should also include a detailed description of the responsibilities related to the identified role, as well as the communication process for each party.
- Scope Management Processes: This section should describe the approach the Offeror will use in order to manage Project Scope and the process used to request changes to Project Scope. It is the City's desire to use the proposed software system "as is" and, as such, any changes must be reviewed and approved by the City's Implementation Project Team.
- Schedule Management Processes: This section should describe the approach the Offeror will use in order to manage the Project schedule and the process used to submit requested changes to the schedule. The Offeror must ensure that the Project schedule is kept current and report any missed milestones to the City.
- Risk Management Processes: This section should describe the approach the Offeror will use to document existing Project risks, provide recommendations for mitigating the risk, and how this will be communicated to the City Implementation Team.
- Quality Management Approach: This section should describe the approach the Selected Offeror will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the City.
- Communication Management Approach: This section should describe the approach the Selected Offeror will use to provide a detailed communication plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (e.g., memo, email, one-on-one meetings, Project team meetings, stakeholder group meetings, online web progress reporting tools, etc.) that the Offeror will use; frequency of these communications; and key Offeror points-of-contact with overall responsibility for ensuring these communications are provided as scheduled. The City also expects that the Selected Offeror will make key personnel and staff available for certain meetings, either on-site or via teleconference or web-conference, that may be required should major issues arise during the implementation that significantly impact the schedule, or budget, of the selected system.
- Organizational Change Management Approach: This section should describe the process, tools, and techniques the Selected Vendor will use to manage the people-side of change.
- Status Reporting: This section of the Implementation Project Plan should describe the approach the Offeror will use to provide biweekly status reports throughout the course of the Project. This section should include an example of the biweekly status report and identify the expected delivery mechanism that will be used to provide the report to

the City. Please see Section X (Reporting and Delivery Instructions) of this RFP for additional detail on Status Report expectations.

- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional information may be found in Section VIII of this RFP.

VII. PROPOSED SCHEDULE AND TARGET DATES

The following Schedule of Events represents the best estimate of the schedule the City will follow, which is subject to change in the City's discretion. The City has performed extensive planning work and has planned to meet the dates described below. Offerors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components will also be adjusted by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Table 04: RFP Schedule of Events

Request for Proposals Published	May 25, 2017
Deadline for Questions	June 21, 2017
Final Addendum for Questions Published	June 23, 2017
Deadline for Proposal Submissions	July 6, 2017
Short List Vendors Notified	August 4, 2017
Vendor Demonstrations/Site Visits	Weeks of August 14, 21, and 28
Notice of Intent to Award	Week of October 9

The City requests that offerors provide potential phase start and target go-live dates in proposal responses per the forms for Tab 7. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. The City has a target to be live on all phases and functional areas by October 2019.

VIII. PROPOSAL INSTRUCTIONS - PREPARATION AND SUBMISSION

A. Proposal Requirements

In order to be considered for selection, Offerors shall submit a complete response to this RFP.

One (1) original and nine (9) hard copies of each proposal and one (1) electronic copy (CD, DVD or removable drive) of each proposal must be submitted to the City by the due date and time. If the proposal contains proprietary information, submit one (1) hard copy and electronic copy that DOES NOT contain the proprietary information, and mark it as a REDACTED copy. Any proposals received at the specified location after

the deadline will not be considered and shall be returned unopened. Proposals will not be accepted by facsimile transmission or by electronic mail.

The Offeror shall make no other distribution of the proposal.

It is the Offeror's responsibility to ensure that proposal packages are received by the time and date indicated at the appropriate location. Proposals submitted elsewhere, including to other City buildings, will not be accepted.

Refer to the cover page of this document for the deadline and for the address.

1. Proposal Preparation

An authorized representative of the Offeror must sign any submitted proposal. All required information should be submitted. If an Offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of proposal. **Failure to submit all required information may result in a lowered evaluation score of the proposal.** Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. The Offeror is responsible for all costs of proposal preparation. The City is not liable for any costs incurred in preparing a response to the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. The proposal should contain a table of contents which cross-references the RFP requirements.

Electronic Media Proposals: Offerors shall include the proposal documentation in the following file formats, and organized in a logical fashion aligned with the Tabbed format described in this RFP.

- All RFP Worksheet Attachments shall be returned in MS Excel format.
- All RFP Forms Attachments shall be returned in searchable Adobe PDF format.
- All other materials submitted shall be returned in searchable Adobe PDF format.

Other proposal format requirements include:

- a. The entire proposal response shall be signed and filled out as required. The entire RFP, with signature page, must be included in the ORIGINAL proposal and the ELECTRONIC copy of the proposal. Additional copies must include the signed cover page, but need not include the remainder of the original RFP. See Section VIII, entitled "Proposal Instructions - Preparation and Submission," Item B, entitled "Specific Proposal Submission Instructions" for submittal requirements.
- b. No font smaller than 12 point.

- c. 8½ x 11 inch page size (larger pages are allowed for figures or tables, but they should be folded into the overall proposal and used sparingly.)
- d. All pages should be numbered.

Each copy of the proposal should be bound or contained in a single volume where practical.

The **signed** proposal and required number of copies must be returned in a separate envelope, box, or other sealable package, and identified as follows:

Vendor Name Street or Box Number City, State, Zip Code	POSTAGE*
City of Fredericksburg Procurement Office ATTN: Lynn Enders Room 203, 715 Princess Anne Street Fredericksburg, VA 22401	
RFP #: CoF17-0127 RFP Title: Software and Implementation Services for an Enterprise Resource Planning System	
Due Date: As noted on cover page Time: As noted on cover page	

If a proposal is mailed, the Offeror takes the risk that the envelope, box, or other sealable package, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals delivered that require an “Additional Postage Due” payment shall not be accepted.

Sealed proposals may be hand delivered to the designated location listed on the cover sheet.

No other correspondence or other proposals should be placed in the envelope, box, or other sealable package.

2. Clarification of Terms

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Purchasing Agent by the date indicated on the face of the solicitation. All inquiries must be submitted in writing to Lynn Enders, via email, at lenders@fredericksburgva.gov. Please include “**RFP #CoF17-0127**” in the subject line of the message.

Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent and will be posted on the City's website, www.fredericksburgva.gov and the state procurement website at www.eva.virginia.gov. No other notification will be made.

3. Proprietary Information

All records pertaining to this procurement are open to inspection by the public under the Virginia Freedom of Information Act unless specifically exempted under Virginia Code § 2.2-4342. If you want portions of your proposal to be confidential, you must comply with § 2.2-4342(F), which requires that you (i) specifically invoke the protections of § 2.2-4342(F) before or upon submission of the data, (ii) identify the specific data to be protected, and (iii) state the reasons why protection is necessary. You cannot mark pricing information as confidential. If the City cannot tell which *specific* parts of the proposal are marked as confidential, if the entire proposal is marked as confidential, or if you do not completely comply with § 2.2-4342(F), the entire proposal is public information and the City will release it in response to a valid records request, in accordance with the timelines specified in § 2.2-4342(D).

The classification of the entire proposal document and/or total proposal prices as proprietary or trade secrets is not acceptable.

4. Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of Proposals. In the event award is not made within 180 days, the City will send a written request to all Offerors deemed susceptible for award asking Offerors to hold their price firm for a longer specified period of time.

B. Specific Proposal Submission Instructions

Proposals should be as thorough and detailed as possible so that the Proposal Evaluation Team can properly evaluate the Offeror's capabilities to provide the required services. Offerors are strongly advised to provide a model for the City's evaluation purposes that represents their solution to all requirements depicted in the RFP, and which is complete, comprehensive, simple and easy to understand. Offerors are required to submit the following items, separated by tabs within the proposal and in sequential order corresponding to the related sections of this RFP:

In preparing Proposal responses, Offerors are instructed to insert the completed Tab forms (Attachment A) in the corresponding Tab Sections.

The following table contains the organization guidelines for Proposal responses.

Table 05: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	RFP and Addenda
Tab 2	Company Introduction
Tab 3	Software Solution

Proposal Tab No.	Technical Proposal Section
Tab 4	Project Approach and Implementation Methodology
Tab 5	Key Proposed Personnel and Team Organization
Tab 6	Project Schedule
Tab 7	Functional and Technical Requirements Response
Tab 8	System and Application Architecture
Tab 9	Data Conversion Plan
Tab 10	Software Hosting
Tab 11	Testing and Quality Assurance Plan
Tab 12	Training Plan
Tab 13	References
Tab 14	Response to Narrative Questions
Tab 15	Exceptions to Terms
Appdx. A	Proprietary Information
Separate Cover	Price Proposal

TAB 1: RFP and Addenda

The complete RFP (without attachments) signed and filled out as required. Also, include an original signed copy of any future addenda to this RFP that may be issued.

TAB 2: Company Introduction

The second tab of the Proposal shall contain a Transmittal Letter, Company Background, and information on the use of any proposed sub-contractors. A completed State Corporation Commission Form must be submitted.

The Transmittal Letter, printed on letterhead, shall be signed by an authorized representative of the Offeror such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

Company Background and History: Offerors shall include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in this RFP. Similarly, a background and history shall be provided for any partner firms or subcontractors.

TAB 3: Software Solution

The third tab of the Proposal should include a summary description of the capabilities for each functional area proposed, in narrative format.

The purpose of this summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements in Attachment B.

Marketing materials should on the proposed functionality shall be provided through web links, and not included in hardcopy with the proposal response.

As part of the Project Scope, the selected Offeror shall provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected Offeror shall provide documentation in web-based and PDF forms for each application module.

TAB 4: Project Approach and Implementation Methodology

The fourth tab of the Proposal should include a description of the proposed approach for providing the Services described in this RFP, including a comprehensive description of the proposed implementation methodology for the Project. The description should include how the Offer has developed this methodology to both incorporate lessons learned from past experiences and to meet the needs outlined in this RFP.

- Go-Live Support: Offerors should describe what level of pre and post go-live support is available under the proposed fee structure. If varying levels of support are available, this section of the Offeror's response should clarify these potential support services and highlight the level of support that has been proposed.
- Ownership of Deliverables: Proposals should identify the ownership of each project deliverable. Ownership should be identified using the roles described in the table provided in the Forms attachment.
- Sample Resource Management Plan: Offerors are encouraged to submit a sample as part of the response to this tab.
- Sample Contract: This tab shall include a sample software and licensing agreement and/or professional services agreement.
- Sample Implementation Project Plan: Offerors shall also include a sample Project Plan which details the approach.

TAB 5: Key Proposed Personnel and Team Organization

The fifth tab of the Proposal should include the structure, roles, and names of the proposed Vendor Project Team.

The City reserves the right to require that background checks be conducted on any and all individuals conducting work as either employees or independent contractors of the Offeror, or who are otherwise providing services on the Offeror's behalf in connection with the Project including, without limitation, employees and independent contractors of any third-party companies or firms included in a Offeror's Proposal.

TAB 6: Project Schedule

As part of the sixth tab of the proposal, Offerors shall include a proposed project schedule, including their recommended phased implementation plan.

- The proposed project schedule should include major milestones, activities, and timing of deliverables.
- The project schedule shall be in a Gantt chart format developed in Microsoft Project.

Offerors shall also provide anticipated phasing, including start and go-live dates, using Table 6-01 in the Forms document attached to this RFP.

TAB 7: Functional and Technical Requirements Response

The seventh tab of the Proposal should include the proposed capability to provide the City's requirements as defined in Attachment B, Functional and Technical Requirements.

When providing responses to the requirements in Attachment B, Offerors shall use the response indicators contained in the following table.

Offerors are instructed to enter one response indicator in response to each requirement. Responses to an individual requirement that contain more than one indicator (ex. C/T) will be treated as a response of "N".

Table 06: Requirements Response Indicators

Indicator	Definition	Instruction
S	Standard: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.	Offerors are encourage, but not required, to provide additional information in the Comments column to further demonstrate the system's ability to meet the requirement.
F	Future: Feature/Function will be available in a future software release available to the City by January 1, 2018, at which point it will be implemented in accordance with agreed-upon configuration planning with the City.	If a response indicator of "F" is provided for a requirement that will be met in a future software release, the Offeror shall indicate the planned release version as well as the time the release will be generally available.
C	Customization: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated on a line item basis in the Comments column, and included as a total in Attachment C – Cost Worksheet.	If a response indicator of "C" is provided for a requirement that will be met through a custom modification, the Offeror shall indicate the cost of such a modification.

Indicator	Definition	Instruction
T	Third-Party: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.	If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the Offeror shall identify this third-party system and include a cost proposal to secure this system.
N	No: Feature/Function cannot be provided.	N/A

As part of the Project Scope, the selected Offeror shall develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment B, Functional and Technical Requirements.

TAB 8: System and Application Architecture

The eighth tab of the Proposal shall include a description of the proposed system and application architecture, including the hardware requirements in addition to any other information that may be relevant and useful to the City.

TAB 9: Data Conversion Plan

The ninth tab of the Proposal should include the proposed Data Conversion Plan that will ensure the City’s desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the City and the Selected Offeror, organized by module. The City is particularly interested to understand Offeror’s previous experience converting data from the BAI system.

As part of the resulting Project, the Selected Offeror shall develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by City or Selected Offeror) for all pertinent legacy data. Data conversion shall occur when migrating to the new application.

As part of the Proposal Response, the City would like to understand how the Selected Offeror will approach developing the data conversion plan, and what processes will be undertaken by the Selected Offeror’s Project team to convert existing data, as well as to interface with identified source systems. The Selected Offeror is expected to assist the City in the conversion of electronic data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and that the Selected Offeror shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). The City would like to understand the process which Offerors utilize to perform quality assurance during the conversion process, including initial proofing of loaded data before providing it to the City for validation. Selected

Offerors should plan to have converted data ready for the User Acceptance Testing phase of the Project. The City and successful Offeror will agree on a QA/QC plan.

TAB 10: Software Hosting

The tenth tab of the Proposal shall include a full description of the Offeror's technical and operational capabilities for software hosting. The Offeror shall provide relevant documentation related to any recent certifications related to their hosting technical and operation capabilities. The City requires that:

- Hosting facilities, including disaster recovery facilities, are located within the contiguous United States.
- Backup routines of City data will be in place on a daily basis.
- Controls will be in place for user identification and access controls designed to limit access to City data by application users.
- All external connections to the World Wide Web will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the Offeror's firewall.
- Commonwealth, Local, and Federal laws and regulations for security and privacy are adhered to.
- A disaster recovery plan is established and followed.
- Metadata will be maintained and the City will have retrieval and access of metadata within two (2) hours of request.

TAB 11: Testing and Quality Assurance Plan

The eleventh tab of the Proposal should include the proposed Testing and Quality Assurance Plan. This Plan should be based on the Offeror's standard approach for achieving quality assurance.

As part of the Project Scope, the selected Offeror will develop and provide a Testing and Quality Assurance Plan that describes all phases of testing that may be used: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the City's expectation that the Testing and Quality Assurance Plan govern all phases of the Project and that the Offeror will also provide assistance during each testing phase involving City users.

TAB 12: Training Plan

The twelfth tab of the Proposal should include the proposed Training approach. It is the City's intention that the Selected Offeror will coordinate the training of City personnel in the use of its application and that satisfactory implementation of an approved training plan will be a key component of the Project's deliverables.

TAB 13: References

The thirteenth tab of the Proposal should identify the Offeror's references for the Project, as well as site visit references. In addition, the City requests a current client list identifying all Virginia local government clients (Cities, Towns, and Counties) be included with Tab 13 as well as a listing of all clients that have left the Offeror within the past 24 months, and all new clients added in the last 24 months.

TAB 14: Response to Narrative Questions

The fourteenth tab of the Proposal should include the Offeror's response to the narrative questions. Responses to narrative questions will be evaluated within the appropriate evaluation criteria.

TAB 15: Exceptions to RFP Requirements and Terms

The fifteenth tab of the Proposal should include any exception the Offeror takes to the requirements of this RFP. The Offeror will describe exceptions and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The Offeror should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The City reserves the right to disallow exceptions it finds are not in the best interests of the City. Any and all exceptions must be identified and fully explained in the submitted Proposal. It is the City's intention to be made aware of any exceptions to terms prior to contract negotiations.

Price Proposal

The Offeror's Price Proposal should be provided under separate cover from all tabs of the Offeror's Technical Proposal. Please see Section XV (Pricing Schedule) for detailed instruction on Price Proposals.

IX. EVALUATION AND AWARD CRITERIA

1. Evaluation Criteria

The Purchasing Agent will review all proposals received by the proposal submission deadline. Proposals must be complete and responsive to all sections of the RFP. Proposals that do not fulfill all program requirements or omit any of the requested contents may receive a reduced evaluation score. **Failure to meet all mandatory requirements may result in a reduced evaluation score of up to 10% of the total available points.** Factors upon which proposals will be evaluated include:

	Evaluation Criteria	Point Value
1.	Functional	20
2.	Technical	20
3.	Approach	20
4.	Qualifications and Experience	20

Functional: This criterion considers the ability of the proposed software to meet the City's functionality needs. This includes the ability to meet the Functional and Technical Requirement for the functional areas that are proposed and the ability for the proposed software to integrate with the City's system environment.

Technical: This criterion considers the ability of the proposed software to align with the City's preferred technical specifications and interface requirements. This criterion will also consider the level of integration among proposed system modules.

Approach: This criterion considers the Offeror's understanding of the scope of work, and the quality and clarity of the Offeror's written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Offeror's approach to training and support.

Qualifications and Experience: This criterion considers the Offeror's experience in providing the Services solicited by this RFP as set forth in the Offeror's response as well as the information gathered from provided references.

Cost: This criterion considers the price of the Services solicited by this RFP. Offerors will be evaluated on their pricing scheme as well as on their price in comparison to the other Offerors.

2. Vendor Short List

The City Evaluation Committee will initially review and evaluate each Proposal received to determine the Offeror's ability to meet the requirements of the City. The evaluation criteria described in this section will be the basis for evaluation. The Evaluation Committee will determine the Offerors best suited to meet the needs of the City based on the scoring of the evaluation criteria. These Vendors will form the Vendor Short List.

3. Vendor Demonstrations

The City, at its sole discretion, reserves the right to have system demonstrations with those Offerors on the Vendor Short List, or any other Vendor. Demonstrations will be conducted at City offices. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations.

A Pre-Demonstration Teleconference will take place for those Offerors that have been short-listed, and Offerors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios.

Offerors that are invited to participate in Demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality must not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Offerors.

Evaluation Committee members will view the demonstrations, and additional City staff may also be in attendance to observe and provide informal feedback. The City Evaluation Committee will perform an additional round of scoring following Vendor Demonstrations, taking into account each of the evaluation criteria and any new information gained.

4. Reference Checks and Site Visits

The City may employ a process of contacting Offerors' references provided through proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. The City reserves the right to conduct reference checks at any point in the evaluation process.

5. Best and Final Offer and Request for Clarification

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the identification of the Vendor Short List or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the City's best interest.

X. REPORTING AND DELIVERY INSTRUCTIONS

The contractor shall provide the following to the Director of Information Technology Services (ITS) for review and approval by the City.

1. The contractor shall provide a bi-weekly progress (status) report to the Director of ITS outlining the following items at a minimum:
 - a. Tasks and Schedule:
 - i. The specific tasks completed during the reporting period, including completion dates.
 - ii. The specific tasks due for the upcoming reporting period (two weeks) including due date and assigned ownership.
 - iii. A listing of any overdue tasks, including revised due dates and ownership.
 - b. Budget Reporting/Reconciliation:
 - i. An update on the status of the project budget, including amounts billed and remaining amounts due
 - c. Risks and Issues:
 - i. Identification of project risks and issues, including mitigation strategies, priority, ownership, and due date.
2. Within 48 hours of the scheduled project status report meeting, the contractor shall provide the Director of ITS a draft of the status report for review and preparation for the status report meeting.
3. A regularly scheduled status report meeting shall be scheduled on a bi-weekly basis for the duration of the project, with increased frequency as necessary during periods of peak activity (e.g. go-live preparation).

XI. OFFEROR ELIGIBILITY REQUIREMENTS AND QUALIFICATIONS

1. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
2. **MANDATORY USE OF CITY FORM AND TERMS FOR RFPs:** Failure to submit a proposal on the official City form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
3. **QUALIFICATIONS OF OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the City all such information and data for this purpose as may be requested. **Verification of stated qualifications should be provided with the Offeror's response.** The City reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
4. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By their signature on this solicitation, Offerors certify and warrant that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.
5. **VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
6. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the

City website, www.fredericksburgva.gov, and the eVA VBO (www.eva.virginia.gov) for a minimum of ten (10) days.

7. **AWARD:** Selection shall be made of one (1) or more Offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offeror(s) so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror(s), which, in its opinion, have made the best proposal, and shall award the contract to the Offeror(s) as follows: It is the intent of the City to issue an award to the highest ranking Offeror or Offerors. The City reserves the right to make awards, for any goods, services or subsets of functionality, depending upon the capabilities and benefits described in any Offeror's proposal, and as the City deems in its best interest. Such decision shall be based upon the City's sole and exclusive judgment.

The City further reserves the right to make more than one award under this solicitation, and enter into negotiations with more than one Offeror. If more than one award is made under this solicitation, the selected Offerors shall work together as needed in good faith in order to provide for the capabilities required by the City and identified through this Request for Proposal.

The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to Offeror(s). The award document will be a contract incorporating by reference all the requirements, terms of the solicitation and the contractor's proposal as negotiated.

8. **BEST AND FINAL OFFER (BAFO).** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
9. **PENDING AND RECENT LITIGATION.** Offerors must disclose any pending or recent litigation they are involved in as a company, partnership, or sole proprietorship. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.
10. **FINANCIAL STANDING.** Offerors shall provide evidence of strong financial standing. Such evidence shall be provided in the form of recent financial statements (balance sheet, annual report, Dun and Bradstreet credit report, etc.) and may be marked as Confidential and Proprietary and included as an Appendix to the Proposal response. State whether the Offeror has filed for bankruptcy protection in the past five (5) years or is currently in the process of

filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide Court and case numbers.

XII. GENERAL TERMS

The City expects the following General Terms to be incorporated into the resulting Contract. Any exceptions taken to these General Terms must be clearly stated in the proposal response, under Tab 15.

- A. **Authorization to do Business in Virginia.** Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor will not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.
- B. **Relation to City.** Contractor is an independent contractor of the City. This contract does not create an employment relationship between the City and Contractor or any of its employees.
- C. **Prime Contractor and Subcontractors.** Contractor has prime responsibility for all services and goods to be provided under this contract, specifically including adequate supervision of work to be performed. This contract is only between Contractor and the City, and Contractor accepts full responsibility for the work performed and goods provided by, and the acts and omissions of, its subcontractors.

Subcontractor will not subcontract for any part of this contract without the advance written permission of the City Purchasing Agent. Contractor will provide the names, qualifications, and experience of any proposed subcontractors to the City Purchasing Agent.

- D. **Modifications.** Only the City Manager or City Purchasing Agent may modify this contract on behalf of the City. Only the original signatory of the contract on behalf of Contractor, or another individual authorized in writing by Contractor to modify the contract, may modify the contract on behalf of Contractor. Modifications to this contract can only be authorized in accordance with Code of Virginia § 2.2-4309. Modifications can only be authorized by the following methods:

City and Contractor may agree in writing to modify the terms of the contract. Any additional goods or services to be provided must be of a sort that is ancillary to, or within the same broad product or services categories as, those provided for in the original contract.

The City may issue written change orders for changes such as services to be performed, methods of packing or shipping, and place of delivery or installation. If Contractor determines that the change order will not necessitate a change in compensation or schedule, Contractor will comply with the change order upon receipt. If Contractor determines that the change order will necessitate a change in compensation or schedule, Contractor will notify the City of that determination, and only proceed to comply with the change order upon the City's written approval.

The contract may be renewed by agreement if provided for in the description of the contract term.

Contractor shall not require any employee or agent of the City other than the City Manager or Purchasing Agent to execute any additional contract, license, or other agreement pertaining to this contract.

- E. **Freedom of Information Act.** All records pertaining to this contract are open to inspection by the public under the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et. seq*) unless specifically exempted under the Act (including records properly exempted under Code of Virginia § 2.2-4342).
- F. **Audit.** Contractor will retain all records related to this contract for 5 years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Contractor.
- G. **Ethics in Public Contracting.** Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- H. **Immigration.** Contractor does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986. Contractor will register for and participate in the federal E-Verify Program if required to do so under Code of Virginia § 2.2-4308.2. Contractor will provide the City with a copy of their E-Verify “Maintain Company” page to the City upon request. Failure to comply with E-Verify requirements subjects Contractor to automatic disbarment from City procurement until the requirements are met.
- I. **Non-Discrimination.** Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor will post in conspicuous places, available to employees and applicants for employment, notices stating the terms of this section.

Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that the contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purposes of this section.

Contractor will include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

Contractor will conform to the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, the Virginians with Disabilities Act, and § 2.2-4343.1E of the Virginia Public Procurement Act.

- J. **Drug-Free Workplace.** Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violating that prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.
- K. **Payments.** Contractor must provide its federal employer identification number and VA W-9 to the City before requesting payment.

Contractor will submit itemized invoices, with appropriate documentation, to the City, at the payment address shown on the purchase order or contract. All invoices must show the City contract or purchase order number and Contractor's federal employer identification number. No invoice may include any cost other than those listed in the contract or in an individual purchase order referencing the contract.

The City will pay invoices within 30 days of receipt. Any invoice not paid within 30 days will accrue 1% interest per month. When payment is made by mail, the date of the postmark will be considered the date of payment. If offset proceedings have been instituted under the Virginia Debt Collection Act, the date of offset will be considered the date of payment.

Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time an order is placed. In these cases, payments are contingent on the City's determination that all invoiced charges are reasonable. The City will notify Contractor within 30 days of invoice of any charges it determines to be unreasonable. Payment for those charges will be suspended until a settlement is reached. Contractor will not take legal action concerning the charges unless a settlement is not reached within 30 days of notification.

- L. **Subcontractor Payments.** Within 7 days after receipt of payment by the City for work performed by a subcontractor, Contractor shall a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the subcontractor's work, or b) notify the City and the subcontractor, in writing, of Contractor's intention to withhold payment and the reason for withholding the payment.

Contractor will pay interest of 1% per month to subcontractors on all amounts owed to the subcontractors which has not been paid or withheld under the terms of the preceding paragraph.

Contractor must require individual subcontractors to provide their social security numbers, and proprietorship, partnership, and corporate subcontractors to provide their federal employee identification numbers. Contractor will provide this information to the City upon request.

Contractor must require subcontractors to include the terms of this section in all contracts with other subcontractors.

- M. **Non-appropriation.** All funds for payments after June 30 of the current fiscal year are subject to appropriation by the City Council. If Council does not appropriate the required funds, the City will terminate this contract on June 30 of the then-current fiscal year.
- N. **Indemnification.** Contractor will save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.
- O. **Insurance.** Contractor and any subcontractors will maintain the following insurance coverage, provided by insurance companies authorized by the Virginia SCC to offer insurance in Virginia, during the entire term of the contract. Contractor will provide copies of its Certificates of Insurance to the City.
- a. Workers' Compensation—as required by law.
 - b. Employer's Liability--\$100,000.
 - c. Commercial General Liability--\$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City must be named as an additional insured on this policy.
 - d. Automobile Liability -- \$1,000,000 combined single limit, if any motor vehicle not owned by the City is to be used in performance of the contract.
 - e. Professional Liability (i.e. Errors and Omissions)--\$2,000,000 per wrongful act, \$3,000,000 annual policy claims aggregate, if the contract is for accounting, architecture, asbestos contracting, healthcare, insurance/risk management, legal services, engineering, or surveying.
 - f. Cyber Liability Insurance - \$1,000,000 per occurrence and annual aggregate.
- P. **Licensing.** Contractor will maintain all licenses and certifications required by applicable federal, state, and local governmental entities for provision of the goods and services to be provided under this contract.
- Q. **Assignment.** Contractor will not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the written permission of the City.
- R. **Choice of Law, Venue.** This contract is governed by Virginia law. The United States District Court for the Eastern District of Virginia and Circuit Court of Fredericksburg, Virginia are the exclusive venues for any litigation regarding this contract.

- S. **Claims.** Contractor must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted less than 60 days after the final contract payment.
- T. **Dispute Resolution.** The parties will first endeavor to resolve any disputes, claims, or other matters in question between them through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation being the City of Fredericksburg. Should the dispute remain unresolved either (i) following negotiation and mediation, or (ii) more than 90 days after a party has requested mediation, either party may institute a lawsuit or chancery action, as appropriate, in Fredericksburg Circuit Court, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement will be enforceable as a settlement agreement.
- U. **Default.** The City is in default 1) if it fails to pay any amount due to Contractor; or 2) upon any other material failure to comply with the terms of the contract. Contractor is in default upon any material failure to comply with the terms of the contract.

A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow 30 days for the default to be cured.

- V. **Remedies.** If the City does not cure a default after receiving notice, Contractor may a) terminate this contract, and b) exercise all remedies available at law. If Contractor does not cure a default after receiving notice, the City may a) terminate the contract, b) exercise all remedies available at law, and c) collect liquidated damages if available under Special Contract Terms. If the default is a failure to provide required goods or services, the City may, upon written notice to Contractor, procure those goods or services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs.
- W. **Termination.** The City may terminate this contract for any reason upon 30 days' notice to Contractor. The City will promptly pay all amounts already earned by Contractor and reasonable expenses incurred in reliance upon the contract, up to the effective date of the termination. Receipt of the notice does not affect Contractor's obligations under the contract, including fulfillment of outstanding orders, up to the effective date of termination.

The parties can agree to terminate this contract at any time.

- X. **Notices.** Any notices pertaining to this contract must be sent by first-class mail to:

To the City:
Fredericksburg City Manager
P.O. Box 7447
Fredericksburg, Virginia 22404-7447

To the Contractor:
The address listed on Contractor's Proposal or Bid. Contractor may change its address for notices by notifying the City in writing of the change.

- Y. **Severability.** If a court declares any part of this contract to be invalid, void, or unenforceable, the rest of the contract remains in effect.
- Z. **Strict Performance.** The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.

XIII. SPECIAL TERMS

The City expects the following Special Terms to be incorporated into the resulting Contract. Any exceptions taken to these Special Terms must be clearly stated in the proposal response, under Tab 15.

1. **Term.** The initial term contract period will be for ten (10) years from date of award. All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed or services delivered.
2. **Renewal of Contract:** This contract may be renewed by the City upon written agreement of both parties for four (4) successive five-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
3. **Renewal of Maintenance:** Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional two-year period(s), under the terms of the original contract except as noted herein. Price changes may be negotiated at time of renewal. The Consumer Price Index and the Producer Price Index of the United States Department of Labor, Bureau of Labor Statistics will be used by the City as a guide in reviewing any Rate/Price increase requests for the latest twelve months for which statistics are available.

The contractor shall document the amount of any general change in the price of materials/labor. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the City; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. All changes in the prices applicable to the City must be approved in writing by the Purchasing Agent prior to implementation by the contractor(s).

The City may cancel a maintenance agreement at any time and shall be liable only for a prorated cost of the renewal maintenance term.

4. **Confidentiality.** Contractor will hold confidential any information provided by the City under this contract. Contractor will not disclose this information to any third party, during or after the term of this contract, unless required to do so by valid court order or subpoena.
5. **Cooperative Procurement.** Public bodies other than the City of Fredericksburg may purchase goods and services from Contractor under the terms of this contract, under Virginia Code § 2.2-4304.

- 6. Software Modules/Phases and Deliverable Acceptance Criteria:** *The following Acceptance Criteria applies specifically to Software as defined at a modular and/or phase basis, as well as Deliverables.* Software and Deliverables shall be deemed accepted when the City determines that such Software and Deliverables successfully operate in accordance with the Requirements and Contract. At a minimum, Acceptance Criteria for Software and Deliverables, and for the Software as a whole, shall ensure that all of the functionality described in the Requirements set forth in the Contractor's proposal response to Attachment B of this RFP and as stated in the Contractor's standard Software documentation has been delivered to the City. Acceptance of any one Deliverable shall not imply the City's concurrence that the Deliverable will function properly with or within the Solution. The Contractor shall be responsible for ensuring that all Deliverables function properly within the Software and the City's use of the Software. Should a previously Accepted Deliverable require further modification in order to work properly with or within the Software, the Contractor shall be responsible for any costs associated with such modification. User Acceptance Testing will be no longer than forty-five (45) days per phase or module, or such longer period as may be agreed in writing between the City and the Contractor in the resulting Statement of Work. Contractor agrees to provide to the City such assistance and advice as the City may reasonably require and as defined in-scope, at no additional cost during such User Acceptance Testing and required Cure Periods. The City shall provide to Contractor written notice of Acceptance upon completion of successful User Acceptance Testing. Should the City fail to provide Contractor written notice of successful or unsuccessful Acceptance within five (5) days for non-critical deliverables and ten (10) days for critical deliverables the Service shall be deemed Accepted.
- 7. Software and Deliverable Cure Period:** *The following Cure Period Criteria applies specifically to Software as defined at a modular and/or phase basis, as well as Deliverables.* Contractor shall correct any non-conformities identified during User Acceptance Testing and re-submit such non-conforming Software or Deliverable for re-testing within fifteen (15) days of receipt of the appropriate City written notice of non-conformance, or as otherwise agreed between the City and Contractor in the Contract. Should Contractor fail to cure the non-conformity or deliver Software or a Deliverable which meets the Requirements, the City in its sole discretion may: (i) reject the Software or Deliverable in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software or Deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software or Deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software or a Deliverable to meet, in all material respects, the Requirements after the second set of acceptance tests shall constitute a default by Contractor. In the event of such default, the City may, at its sole discretion, terminate the Contract, in whole or in part, for the Solution to be provided thereunder by Contractor.
- 8. Solution Acceptance Criteria:** *"The Solution" is meant to apply to the entire Software Solution, as defined by all implemented functionality provided under this Contract.* The Solution shall be deemed accepted when the City determines that such Solution successfully operates in accordance with the Requirements. The City agrees to commence Final Solution Acceptance testing within ten (10) days after deployment of the Solution (final-cutover or go-live). Acceptance testing will be completed within ninety (90) days, or such longer period as may be agreed in writing between the City and Contractor, after deployment of the Solution. Contractor agrees to provide to the City as the City may reasonably require and as defined in-scope, at no additional cost. The City

shall provide to Contractor written notice of Solution Acceptance upon completion of successful Solution Acceptance testing. Should the City fail to provide Contractor written notice of successful or unsuccessful Solution Acceptance within ten (10) days of the close of the ninety (90) day Solution Acceptance testing period the Solution shall be deemed Accepted.

- 9. Solution Cure Period:** Contractor shall correct any non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Solution or Component products or Services for re-testing within fifteen (15) business days of receipt of written notice of non-conformance to Contractor, or as otherwise agreed between the City and Contractor. Should Contractor fail to deliver a Solution which meets the Requirements, the City may, in its sole discretion: (i) reject the Solution in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Solution with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Solution while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Solution to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests shall constitute a default by Contractor. In the event of such default, the City may, at its sole discretion, terminate the Contract, in whole or in part, for the Solution to be provided hereunder by Contractor.

- 10. Project Manager.** Contractor shall designate an employee as project manager for this contract. Contractor shall not assign any duties to the project manager that would conflict with the manager's responsibilities under this contract. Contractor will only designate a different project manager with the City's written permission, which will not be unreasonably withheld.

The project manager is responsible for coordination of all of Contractor's work under the contract, such as overall control over Contractor's work, communication with the City's point-of-contact, securing required approvals and permissions (system acceptances, work orders, etc.) from the City, attending meetings and walkthroughs with the City, and consulting with the City as requested on hardware, third-party software, network components and design, and other issues.

- 11. Personnel.** All of Contractor's personnel providing goods and services under the contract shall be adequately qualified to provide those goods and services. Contractor shall remove from the project and replace any of Contractor's personnel that the City deems unsuitable for the project.

- 12. Implementation Reviews.** Contractor and the City shall meet bi-weekly, or at a greater frequency as warranted by project activities, through system acceptance at the City IT Department or via phone conference, to review the planning and progress of the project. Contractor's project manager shall attend all of these meetings. Contractor shall respond promptly to any concerns raised by the City at the meetings.

- 13. Limitation of Use.** The City's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the City shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another City site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right

to modify or combine the software with other programs or materials at the City's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the City. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the City, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the Code of Virginia.

14. **No Other Costs.** Contractor warrants that the City will incur no costs for use and maintenance of the system, either on a one-time or continuing basis, other than those specified in this contract.
15. **Latest and Best Technology.** Contractor warrants that all goods and services provided by it under the contract represent the latest and best technology and versions available.
16. **Third-Party Goods and Services.** Contractor warrants that all third-party goods and services provided under the contract are provided at or below the manufacturer or supplier's suggested retail price.
17. **Licenses.** Unless otherwise stated in the solicitation, the licenses provided under this contract are non-exclusive and perpetual licenses. All acquired licenses may be used at any facilities and on any equipment selected by the City, and for any purposes for which they were procured. If necessary, Contractor shall assist the City with transfer of licensed software to additional equipment at Contractor's standard rates for service.
18. **Warranty.** Contractor warrants that all software provided under the contract will perform to the specifications of the contract, that the software has no known defects, security vulnerabilities, or security/privacy breaches that have not been disclosed to the City, and that the software has been tested for viruses and other malware. Contractor shall notify the City as soon as possible after discovery of a defect, security vulnerability, or security/privacy breach and provide a remedy within 90 days of discovery. Contractor warrants that no deliverable under this contract is dependent on any operating system or software that is no longer supported by Contractor or a third-party provider.
19. **Source Code.** Contractor shall place into escrow with an escrow agent acceptable to both parties a copy of the source code for the software provided under the contract. The City may access the source code if 1) Contractor ceases to do business or support the software; or 2) Contractor fails to fulfill any of its material obligations under the contract. Contractor shall update the software being held in escrow within 30 days of the release of a new version of the software.
20. **Major Version Releases.** Contractor shall supply to the City, upon request, any available major version releases of the software provided under the contract. All Major and Minor upgrades, as well as software patches, shall be provided at no additional cost so long as the City has an annual maintenance agreement in place.
21. **Warranty Against Shutdown Devices.** The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall

insert any shutdown device following delivery of the equipment and software. Contractor will not introduce any restraints without first obtaining written approval from the City. No limitation of liability or consequential damages applies to a breach of this section.

22. Support. Contractor shall supply support services for the software provided under the contract, including software updates, bug fixes, upgrades, and major version releases, as long as the City continues to pay the support and maintenance fees described in the contract. The City may terminate this support at any time. Support includes:

- A. Phone consultation concerning the software, including maintenance and error prevention.
- B. User Guides and any hardware and software user manuals and other documentation.
- C. Technical or engineering bulletin updates.
- D. Diagnosis and remedy of problems with any software supplied by Contractor.
- E. Logging of each service call, to be provided to the City upon request.
- F. Recording of “bugs” (errors or defects) in the software.
- G. If the software’s developer or manufacturer no longer supports a required system component, Contractor shall make every commercially reasonable effort to recommend and support a substitute product.

Contractor will follow these parameters for support calls:

Critical - Issues which make any mission-critical aspect of the System unusable.

Initial response time from Contractor support contact to City: 1 hour

Estimated time for defect correction: 24 hours

High - Severely impairs process and reduces user productivity, but there is an acceptable work around. Could be a major problem, but to a limited number of users or affecting functionality which is not needed on a daily basis.

Initial response time from Contractor support contact to City: 4 hours

Estimated time for defect correction: 3 Days

Medium - Impairs the process, but has workarounds. User is able to function near expected productivity.

Initial response time from Contractor support contact to City: 72 hours

Estimated time for defect correction: 14 Days

Low - Nice to have changes. No significant impact on the process. Would include some minor fixes, process improvements.

Initial response time from Contractor support contact to City: 10 Days

Estimated time for defect correction: 30 Days

The City is purchasing the software under this contract for the purpose of compliance with certain laws and governmental regulations, such as those of the U.S. government, Commonwealth of Virginia, City of Fredericksburg, or special districts and regional authorities. If those law and regulations or their interpretation or enforcement change, Contractor shall update the software accordingly. To request such a change, the City must make the request to Contractor 90 days in advance. The request must include a copy of the applicable law or

regulation, the City's interpretation of the law or regulation, and a description of the specific changes requested. If the parties disagree over an interpretation, they shall seek the opinion of the governmental body responsible for promulgating or enforcing the law or regulation.

- 23. Product Substitution.** During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
- 24. New Equipment.** Unless otherwise stated in the contract, any equipment supplied by Contractor shall be new and unused.
- 25. Operational Components.** Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
- 26. Software Upgrades.** The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. Such upgrades shall be provided at no cost to the City so long as a maintenance and support agreement is in place.
- 27. Title to Software.** By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- 28. Third Party Acquisition of Software.** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the City's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- 29. ADA Web Accessibility.** Contractor shall comply with all federal regulations on ADA Web Accessibility, including the Web Content Accessibility Guidelines (WCAG) 2.0 A and AA.
- 30. Non-Visual Access.** All software shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this contract:
 - (i) Effective, interactive control and use of the software shall be readily achievable by nonvisual means;
 - (ii) The software equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the software interacts;
 - (iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

- (iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the software is not available with nonvisual access because the essential elements of the software are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the software is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this section shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

- 31. Survival.** The following terms survive the expiration or termination of this contract: Licenses, Warranty, Source Code, Warranty Against Shutdown Devices, Data Privacy and Security, Confidentiality, and Advertising.
- 32. Ownership of Documents.** All information supplied by the City under this contract remains the sole property of the City. All materials (such as inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, data, and original works of authorship) prepared by Contractor specifically in performance of this contract become property of the City. Upon completion of the task orders or termination of the contract, the Contractor shall promptly return to the City all data supplied by the City still in Contractor's possession, and Contractor shall turn over to the City originals of all materials prepared specifically in performance of this contract, in hard copy, electronic format, or both, as desired by the City. Contractor assigns to City the copyrights to all work prepared, developed, or created under this contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; and 4) display the work publicly.
- 33. Data Privacy and Security.** Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process City data within the continental United States. Contractor shall back up all City data daily to an offsite hardened facility.
- 34. Data Breaches.** With regard to any information provided by the City to Contractor, Contractor shall comply with Code of Virginia § 18.2-186.6, which contains notification requirements for individuals and entities who possess personal information of Virginia residents and who reasonably believe that the personal information was accessed or acquired by an unauthorized person or entity. In addition, Contractor shall immediately notify the City

of such a breach, permit the City to participate in the investigation of the breach, and permit the City to make any notification required or permitted by law.

- 35. Advertising.** Contractor will not make any news or advertising releases pertaining to this contract for any purpose, specifically including use for marketing references, without advance written permission from the City.
- 36. Uptime.** The hardware and software to be provided by Contractor constitute a mission-critical financial system for the City. Contractor warrants that the system (hardware and software) provided under this contract will have 99.9% uptime per calendar month, except for scheduled maintenance approved in advance by the City and emergency maintenance. Failure to maintain this uptime is a material breach of the contract.

XIV. METHOD OF PAYMENT

The contractor shall be paid using one of the following methods for all procurements:

1. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the City will authorize payment by SPCC, currently Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale.
2. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9.

To be considered eligible for payment, **all invoices must be received at the following address should reference the purchase order and contract numbers:**

City of Fredericksburg
Attn: Accounts Payable
PO Box 7447
Fredericksburg, VA 22404-7447

XV. PRICING SCHEDULE

The Price Proposal shall consist of three sections:

- The completed Cost Worksheets as contained in Attachment C. Offerors shall not modify the worksheets in any way. Altered formats or blank data will be considered incomplete and may be eliminated from further consideration.
- The Offeror's standard travel and expense policy.
- The Offeror shall provide a brief statement of agreement with the Payment and Retainage terms identified below. If an Offeror does not agree with all items, a description should be provided of those items for which exception is taken.

The City understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services, annual maintenance costs, and annual hosting or maintenance costs. In the following subsections, each type of cost is defined and the City's expectations for payments and retainage associated with these costs are described.

1. Software Licensing Cost: Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the Offeror shall:

- Explain all factors that could affect licensing fees
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.)
- Indicate which product versions, operating platform(s), are included for each price, including without limitation any updates that may be required
- Indicate whether a product is for "server" or "client," as applicable
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

To the extent possible, the Offeror shall show any applicable discounts separately from the prices for products and Services. The City requests that the Offeror provide separate prices for each functional area/module in the proposed solution.

The City expects a milestone-based payment schedule for software licensing. Potential milestones including Project Kickoff, Initial System Implementation, System Configuration, Approval of Go-Live, and Acceptance of System. Vendors shall describe their typical milestone-based payment schedule for software licensing as part of their Price Proposal.

2. Implementation Services Cost: Implementation service costs typically include all costs related to implementation, configuration, data conversion, customization, and training.

- The City prefers that implementation service costs are proposed as "not to exceed" amounts and the City will be charged for Services as-incurred up to the not to exceed amounts.
- The City prefers that services be invoiced on a deliverable, phased, or milestone basis.
- The City expects that fifteen percent (15%) of the implementation service costs will be retained (as a "hold-back") until successful completion, and the City's written acceptance, of the Project.

Costs for the proposed solution should be submitted on the Cost Worksheet (Attachment C). It is important to note the following:

- The Offeror shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge"
- In the event the product or service is not being included in the Proposal, the item should be noted as "No Bid"
- Offeror shall make clear the basis of calculation for all fees and costs

All estimated travel expenses and related out-of-pocket costs must be included as a separate line item. The City shall not be liable for additional travel costs or out-of-pocket costs incurred for any reason outside the City control. Travel expenses will be paid as-incurred on a monthly basis.

3. Annual Maintenance Cost: Annual maintenance costs include the annual maintenance and support fees for the application environment. For example, the annual maintenance fees associated with Payroll will be paid upon City acceptance of the Project phase associated with the Payroll module. The City will not pay maintenance fees on functional areas until one year after system acceptance.

The City expects software maintenance costs will not increase in the first five (5) years upon go-live operation.

Pricing information supplied with a proposal must be valid for at least 180 calendar days from the submission date. If Offeror is reserving the option to withdraw the pricing during that period, it must state so clearly in its proposal.

Pricing must be comprehensive. Additional information and backup detail should be attached as appropriate. Any scheduled price change must be identified, and actual new prices and proposed effective dates must be stated.

Offeror shall disclose pricing assumptions where possible. For example, if unit price is based on a certain volume, that assumption should be indicated. Offeror shall clearly identify any discount targets/ranges available.

XVI. ATTACHMENTS

Attachment A – Tab Forms

(See MS Word document “City of Fredericksburg ERP RFP – Tab Forms.docx”)

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet “City of Fredericksburg ERP RFP - Requirements Worksheet.xlsx”)

Attachment C – Cost Worksheets

(See MS Excel spreadsheet “City of Fredericksburg ERP RFP – Cost Worksheets.xlsx”)